

REMARKS

Claims 1-16 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 102(b) Rejection:

The Examiner rejected claims 1, 3-6, 8-11, 13-15 under 35 U.S.C. § 102(b) as being anticipated by Schmeidler et al. (U.S. Patent 6,374, 402) (hereinafter “Schmeidler”). Applicants respectfully traverse this rejection for at least the reasons presented below.

Regarding claim 1, contrary to the Examiner’s assertion, Schmeidler fails to disclose determining a maximum expiration time indicated by a next scheduled quiesce time, and further fails to disclose setting the expiration time of the access token to be no later than the maximum expiration time. In contrast, as shown below, Schmeidler teaches determining a token’s expiration time as a multiple of an activator keep-alive time, which clearly has nothing to do with setting the expiration time of the access token to be no later than a maximum expiration time indicated by a next scheduled quiesce time.

The Examiner cites FIG. 8 and col. 22: 51-54 and 59-66 of Schmeidler when asserting that Schmeidler teaches determining a maximum expiration time indicated by a next scheduled quiesce time. However, Schmeidler does not, either at the cited passage or elsewhere, describe anything regarding a maximum expiration time indicated by a next scheduled quiesce time. Moreover, Schmeidler does not describe setting an access token’s expiration time to be no later than the maximum expiration time (indicated by a next scheduled quiesce time). In fact, Schmeidler does not describe any scheduled quiesce times.

As opposed to the Examiner's contention, Schmeidler actually teaches that a token's expiration time is set to be "some multiple of the activator keep-alive time plus additional time to handle varying network and server latencies" (Schmeidler, 24:60-67). Regarding how the activator keep-alive time is set or determined, Schmeidler is silent other than to say that an activator has a limited lifetime (4:7-11) and that "[p]eriodically, the activator requests the launcher 220 to ask the CAS 210 to refresh the activator and the RAFT authorization token" (10:6-8). Schmeidler does not mention anything regarding determining a maximum expiration time *indicated by a next scheduled quiesce time*.

In the Response to Arguments section of the Office Action dated April 26, 2007, the Examiner again references the end time in Schmeidler's RAFT token. The Examiner submits, "Schmeidler teaches the tokens expiration time as end time 808, the detailed format of the CAS is shown in Fig. 8, col. 22, lines 59-66." However, as pointed out above, Schmeidler's end time is clearly not an expiration time that is set *dependent on a next scheduled quiesce time*, as it has absolutely nothing to do with a *scheduled quiesce time*.

Thus, Schmeidler fails to disclose each and every limitation of Applicants' claim. Applicants remind the Examiner that anticipation requires the presence in a single prior art reference disclosure of each and every limitation of the claimed invention, arranged as in the claim. M.P.E.P 2131; *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The **identical invention** must be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). As discussed above, Schmeidler fails to disclose determining a maximum expiration time indicated by a next scheduled quiesce time and further fails to disclose setting the expiration time of the access token to be no later than the maximum expiration time. Therefore, Schmeidler cannot be said to anticipate claim 1.

In the Response to Arguments section of the Office Action dated April 26, 2007, the Examiner asserts, "Schmeidler teaches the same as the current invention. Further, a

recitation of the intended use of the claimed invention must result in a structural difference between the claimed invention and the prior art in order to patentably distinguish the claimed invention from the prior art. If the prior art structure is capable of performing the intended use, then it meets the claim.” **First of all**, the Examiner’s assertions in regard to “intended use” are not relevant to method claims. To anticipate a method claim, the art must describe the exact same method recited in the claim. The case law on “intended use” limitations only applies to functional limitations within device/apparatus claims, not method claims. **Second**, the reference to determining a maximum expiration time indicated by a next scheduled quiesce time is not an “intended use”, but instead positively defines the operation and nature to information recited in the claim. **Third**, Schmeidler’s system is structurally different than the claimed invention and cannot perform the intended use of the claimed invention. For example, Schmeidler teaches a system for secure delivery of on-demand content over broadband access networks, that includes a client application executing on a user’s local computer system. (See Schmeidler’s Abstract.) Schmeidler’s system is not structurally capable of **determining a maximum expiration time indicated by a next scheduled quiesce time or setting the expiration time of an access token to be no later than this maximum expiration time**. Schmeidler does not teach setting expiration times for access tokens dependent on scheduled quiesce times and Schmeidler’s structure cannot provide functionality that includes **determining a maximum expiration time indicated by a next scheduled quiesce time** or **setting the expiration time of the access token to be no later than this maximum expiration time**. Schmeidler’s structure does not include any capability for a maximum expiration time as determined by a quiesce time as it in no way supports expiration of tokens dependent on scheduled quiesce times. Therefore, Schmeidler cannot perform the intended use as described in Applicants’ claims and cannot be said to anticipate claim 1.

For at least the reasons above, the rejection of claim 1 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks also apply to claims 6 and 11.

Regarding claim 5, Schmeidler fails to disclose that **at the next scheduled quiesce time the plurality of access tokens are expired without the metadata server transmitting a message to each client to expire its respective access tokens.** The Examiner cites col. 3:47-51 of Schmeidler. However, the cited passage only states that an authorization token is a signed message from the CAS indicating that the requesting user can have access to a specific data briq, on a specific server, for the length of time spelled out in the negotiated payment type. In fact, nowhere does Schmeidler mention anything about tokens being expired *at a next quiesce time*. Moreover, as noted above, Schmeidler does not discuss quiesce times at all.

The Examiner's argument appears to rely only on the fact that Schmeidler's authorization tokens include a particular time period during which the user may access the data. However, the Examiner is improperly ignoring the specific language and limitations of Applicants' claim. The Examiner has not cited any reference that discloses a plurality of access tokens that are expired at the next scheduled quiesce time, as recited in claim 5.

Thus, for at least the reasons above, the rejection of claim 5 is not supported by the cited art and removal thereof is respectfully requested.

Similar arguments apply also to claims 10 and 15.

Section 103(a) Rejection:

The Examiner rejected claims 2, 7, 12 and 16 under 35 U.S.C. § 103(a) as being unpatentable over Schmeidler in view of McBrearty et al. (U.S. Publication 2004/0015585) (hereinafter "McBrearty"). Applicants respectfully traverse this rejection for at least the reasons below.

Regarding claim 2, Schmeidler in view of McBrearty fails to teach or suggest determining a default expiration time and if the default expiration time is earlier than the

maximum expiration time, setting the expiration time of the access token to be the default expiration time. The Examiner relies on McBrearty, citing paragraph [0004], to teach determining a default expiration time and if the default expiration time is earlier than the maximum expiration time, setting the expiration time of the access token to be the default expiration time. However, the Examiner's reliance on McBrearty is misplaced. McBrearty, even if combined with Schmeidler, does not teach or suggest determining a default expiration time and further fails to teach or suggest setting the expiration time of the access token to the default expiration time if the default expiration time is earlier than the maximum expiration time.

McBrearty teaches a system to control access to a token server system that includes tokens with time specific permissions. McBrearty describes that each token may be encoded with "a tiny database" that, "lists exceptions and exclusions of function (e.g., read, write, execute) tied to specific time periods" (parentheses added, McBrearty, paragraph [0021]). In other words, McBrearty encodes a lookup table listing various time periods during which individual functions, such as reading, writing or executing, may not be performed. McBrearty does not describe how the specific time periods or the overall expiration time is determined.

The Examiner cites paragraph [0004] where McBrearty teaches that a typical token "has a limited lifetime, typically 24 hours before the token expires and the user must re-apply for a new token." However, this statement does not teach or suggest determining a default expiration time and if the default expiration time is earlier than the maximum expiration time, setting the expiration time of the access token to be the default expiration time, as recited by Applicants' claim. Instead, McBrearty, whether considered singly or in combination, merely states that typical tokens have a limited lifetime of *typically* 24 hours. Nowhere does McBrearty mention anything about comparing a default expiration time to a maximum expiration time as would be required for McBrearty to teach or suggest setting a token's expiration time to the default expiration time *if the default expiration time is earlier than the maximum expiration time*. Moreover, Schmeidler fails to overcome this deficiency of McBrearty.

Additionally, the Examiner's combination of Schmeidler and McBrearty would not result in a method that includes determining a default expiration time and if the default expiration time is earlier than the maximum expiration time, setting the expiration time of the access token to the default expiration time. Instead, the combination of Schmeidler and McBrearty would result in a system that sets a token's expiration time as a multiple of the activator's keep-alive time, as taught by Schmeidler, and that also includes time periods during which individual access functions (e.g., reading, writing or executing) may be disabled for specific users or groups of users, as taught by McBrearty. Thus, the Examiner's combination of cited art would not result in a system or method that includes the limitations of claim 2.

In the Response to Arguments section of the Office Action dated April 26, 2007, the Examiner again submits, "McBrearty teaches the expiration time as the token has a limited lifetime (see page 1, paragraph [0004])". However, as discussed above, McBrearty does not teach the act of determining of an access token expiration time. McBrearty teaches a token that has a limited lifetime of typically 24 hours, but McBrearty does not describe how this expiration time is determined and McBrearty clearly does not describe the expiration time as a default expiration time. Therefore, McBrearty does not teach the limitations of the Applicants' claims. In addition, the Examiner has failed to address the limitations, **determining a default expiration time; and if the default expiration time is earlier than the maximum expiration time, setting the expiration time of the access token to be the default expiration time** in his remarks. Applicants again assert that these limitations are not taught by the cited references, taken alone or in combination.

Thus, for at least the reasons above, the rejection of claim 2 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks also apply to claims 7, 12 and 16.

Further regarding claim 16, in the Office Action dated April 26, 2007, the Examiner admits, “Schmeidler does not explicitly teach default expiration time.” Since Schmeidler does not teach a default expiration time, Schmeidler cannot and does not set the expiration time to the earlier of, (1) a maximum expiration time indicated by a next scheduled quiesce time, or, (2) a default expiration time. Schmeidler and McBrearty, taken singularly or in combination, do not teach a default expiration time or a quiesce time or setting the expiration time to either the maximum expiration time indicated by a next scheduled quiesce time or the default expiration time.

Regarding both the § 102 and § 103 rejections, Applicants also assert that numerous other ones of the dependent claims recited further distinctions over the cited art. However, since the rejections have been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

CONCLUSION

Applicants respectfully submit that the application is in condition for allowance, and prompt notice to that effect is respectfully requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5760-19800/RCK.

Respectfully submitted,

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